

LAW.

SUPREME COURT.—WEDNESDAY, DECEMBER 4.
SIXTH SITTING.
BYRONE HERIOT, Esq., ALFRED STEPHEN, C.J., MR. JUSTICE HARVARE, and MR. JUSTICE FAUCETT.
MILLY V. SCOTT.—NEW TRIAL MOTION.
This was a motion for a new trial, or for a verdict in this action which had been tried in August last, before Mr. Justice Faucett and a jury of four, and in which the plaintiff claimed £17 10s. for damages sustained by the recovery of two contracts for the sale of certain real property in the city of Sydney. The arguments were resumed from yesterday. Mr. Alfred Stephen, for the plaintiff, Mr. Gordon and Mr. Henry Stephen, appeared in support of the motion; Mr. Darley and Mr. Davis, showed cause against it.

The declaration had recited two contracts for the sale of certain properties upon the conditions amongst others, that the vendor should deliver to the purchaser, his solicitor, or conveyancer, an abstract of his title to such property, and that he should not be bound to produce any document to produce any deeds other than those which were at that time in his possession. The breach alleged was that defendant did not prepare and deliver such abstract, as agreed upon. There was a money count. The plaintiff pleaded that he did not promise as alleged, that he did not give such abstract, and that he never was indebted as alleged. He had been relied upon as evidence of the truth by the purchaser—one for each allotment of land; but the declaration put both forward as one agreement for a lump sum, and the question was whether the defendant was not entitled to a verdict, upon the ground that he did not promise in form as alleged; but the Judge awarded the declaration, by allowing the plaintiff to prove the truth of his statement. The defendant then pleaded a further plea, that no objections had been taken by the plaintiff within a reasonable time. The ground was that there was a money count. The defendant had really delivered an abstract of title as bargained for, and whether there had really been a breach of the contract, was a question which he had sold the property, as the agent of defendant, who was absent from the court. The only document which the plaintiff produced in his possession, was a portion of the property, which was used directly to himself; and as to the other property the like, which covenant had been made named in the schedule, which covenant had produced the title, which was used directly to himself, and as to the estate. An abstract was delivered of these deeds; but in the course of a conversation between the attorneys it was ascertained that the defendant had not personally taken the title, and the title had been taken by the plaintiff, in the name of A. Mr. Littlejohn, who was brought to show was the defendant's agent for the purpose. In support of this view the defendant was called upon to furnish a copy of the title, and the title was produced, and did not show the authority claimed. The plaintiff also called for the production of two letters from defendant to the plaintiff, which were relied upon as evidence of sale. One of them contained the following passage: "I have to thank you for the trouble you have taken to leave it to you. I will be better to sell it, and I leave it to you." The other contained these words: "I thank you for the trouble you have taken about the house in Fort-street, and I leave it to you. I will be better to sell it, and I leave it to you." A rule nisi for new trial was asked upon several questions; it was granted, however, upon the following:—That the defendant had not personally taken the title, as given by defendant to Littlejohn to sell the property. Secondly, whether the abstract delivered was or was not in the name of the defendant. Thirdly, whether there had been due payment of the deposit. Fourthly, whether damages ought not to have been assessed separately upon each count of the declaration; and fifthly, whether the defendant was entitled to a verdict, upon the ground that he was not recoverable under the circumstances of the case. It was determined, however, that the second point, only, should be argued, and that the first point was unnecessary to discuss the others. The question accordingly was argued at some length, and the defendant was ordered to pay the costs of the motion. The plaintiff was ordered to pay the costs of the motion. The defendant was ordered to pay the costs of the motion. The plaintiff was ordered to pay the costs of the motion.

MILLY V. SCOTT.—NEW TRIAL MOTION.
This was a motion upon rule nisi for a new trial, or for a verdict in this action. It was tried in August last, before Mr. Justice Faucett and a jury of four, and resulted in a verdict for the plaintiff for £17 10s. The plaintiff's official assignee in an insolvent estate for goods alienated by the insolvent to defendant, and which alienation, it was contended, was void under the provisions of the Insolvency Act, 1863.

MR. ATTORNEY-GENERAL and MR. HENRY STEPHAN appeared in support of the motion; **MR. DARLEY and MR. SALOMONSON** showed cause against it.

The argument had not terminated at the rising of the Court.

METROPOLITAN DISTRICT COURT.
WEDNESDAY.
BEFORE MR. DISTRICT COURT JUDGE MEYMOET.
SHERIDAN V. BOWEN.
Plaintiff sued to recover £13 17s. for the keep of a bill for eleven weeks at 7s. per week. Verdict for plaintiff for the eleven weeks. Mr. Bull for plaintiff. Mr. Pigott for defendant.

MILLIN and ANOTHER V. PEIFFER.
Plaintiff claimed £4 4s. the value of two hair mattresses which had been purchased in place of a three mattress which had been purchased. Verdict for plaintiff for the amount claimed.

INSOLVENCY COURT.
WEDNESDAY.
BEFORE THE CHIEF COMMISSIONER.
In the estate of Thomas Butt, a single meeting. Postponed in consequence of insolvent's illness, until the 10th. In the estate of Robert White, a single meeting. Four debts were proved. Insolvent's estate, six months' accounts, under rule 22 and 23, within ten days. In the meeting was adjourned until the 18th.

In the estate of Thomas Butt, a single meeting. Several debts were proved, and insolvent was examined by Mr. Yarnon on behalf of a creditor. Six months' accounts, under rule 22 and 23, within ten days. In the meeting was adjourned until the 18th.

In the estate of Robert S. Grey, a special meeting. A claimant was proved, and for completion of proof four months time was allowed.

In re The Australian Paper Company, an adjourned continuation of matters under order of Supreme Court of 8th September, 1871. The names of the creditors were: Thomas C. Burnell, William Hunt, and D. Roberts, were erased from the list of creditors until the 6th.

BENJAMIN OLIVER, of Newcastle, shipwright. Liabilities, £30 10s. Assets, £8. Mr. Macdonald, official assignee.

COURT BUSINESS.
Thursday, December 4, at 11 a.m.—Before the Chief Commissioner: Estate in error, John Hefferman, adjourned from the 2nd inst. to the 10th inst. The names of the creditors were: Henry Sutherland, William Alexander Hines, for realisation of the current of directions of creditors; estates, six months' accounts, under rule 22 and 23, within ten days. In the meeting was adjourned until the 18th.

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MERCANTILE AND MONEY ARTICLE.

WEDNESDAY EVENING

THE Customs revenue received to-day was as follows:—

Spirits	...	...	...	£1445 18 3
Wine, still	...	...	...	340 18 0
— sparkling	...	...	...	12 0 0

Alc, porter, and beer (in bottle)	...	...	...	71	8	0
Tobacco and snuff	...	...	...	90	2	0
(unmanufactured)	...	...	...	301	8	0
Cigars	...	...	...	49	7	8
Tea	...	...	...	109	4	8
Coffee and chicory	...	...	...	31	8	0
Sugar (unrefined)	...	...	...	4	6	4
Opium	...	...	...	23	7	6
Rice!	...	...	...	20	13	9
Dried fruits	...	...	...	40	4	8
Nuts	...	...	...	27	5	1
Malt	...	...	...	7	8	0

Hope	...	...	...	5	2	6
Ad valorem duty	...	...	...	467	7	9
Specific duty	...	...	...	259	6	6
Freight	...	...	...	3	10	0
Total	...	...	...	\$2210	4	10

verpool; a good line changed hands at the rate. In liquors we note a firm market for descriptions of beer, with sales at late rates; Queensland rum sold at 2s. 5d., and a good line of Piper's champagne at 82s. 6d. for quarters for pints.

Messrs. Stubbs and Co. held a large sale

ceries, liquors, &c., to-day. There was large attendance of the trade, and spirited competition. The principal lines sold were American brooms, 10s. per dozen; 10½-lb. woolpacks, 10d.; Colman's white starch, £1.10.0; light blue, 9½d.; dried ling, 4½d.; mixed Java rice, £25 16s.; Colman's mustard, 1-lb. tins 7½d., 1-lb. 9s. 9d., 4-lb. 5s. 5d.; cream

tar, 16s. 6d.; tartaric acid, 2s. 4d.; can-
da, 19s. 6d.; Copland's tart fruits, 12s. 4d.
hybrov's half-pint salad oil, 5s. 7d., pin-
7d., quarts 17s. 6d.; macaroni, 11d.
micimelli, 11d.; patent groats, 7s. 10d.
raway seed, 5jd.; bleached ginger, 10jd.
mento, 6d.; quart vinegar, 7s. 9d.; T
union hops, 12d.; low-cougees, 8s. 1s.

10s.; white Mauritius crystals, £39 to £40 per ton; Martell's dark brandy, 6s. 3d. to 6s. 5d.; J. & F. Hennessy's pale, 6s. 6d.; Barclay's stout, 10s. 6d.; bottled by Scroggie, 9s. 9d. The remainder will be sold on Monday.

Messrs. Mort and Co. held their weekly warehouse sale to-day and submitted a catalogue of over 1,000 lots.

purchase that was manifested at last week's sale, buyers looking for a reduction in price. The competition for sheepskins was also less active and several lots were withdrawn. The results were as follow:—

pieces at 84d.; PW, 49 gray at 11d.
pieces at 6d.; BTW, 12 pieces at 20d., 1 piece
at 17d.; Couch, 7 gray at 101d., 1 mixed at 7d.; J&B
gray at 101d., 1 at 104d., 1 ballies at 7d.; RH, 9
11d., 1 piece at 64d.; AC over, 8 pieces at 17
pieces at 84d., 1 gray at 10d.; FF, 8
173d.; M heart G, 9 at 194d., 2
154d.; EH over C, 8 pieces at 194d.; MC over Y, 8
4d., 1 piece at 114d.; OS, 8 gray at 104d.; GT over
pieces at 104d.; TOZ, 7 gray at 104d.; SE over W
pieces, 11 pieces at 194d., 1 ballies at 104d.

There was very little alteration in the Standard Share market. Bank stock steady, with sales of Joint Stock at 121 and 121 1/2; CH

Messrs. Bradley, Newton, and Lamb will sell by auction, to-morrow, a shipment of

Messrs. Goldsbrough and Co., of Melbourne, report by telegram:—This week we have sold 100 bales greasy at 9½d. to 15d.; scourd at 26½d.; and fleece, 18d. to 24½d. Prices lower, especially for inferior description.

“Tickle's Colonial Export Prices Current”

September 25, reports:—
Beeswax.—15 packages Australian 11 packages solid, rate 1, £7 12s 6d, yellow and gray mixed £8, mixed partly low £8 5s.
Butter.—On 6th, 12 tons Australian offered was all worn. On 20th, of 50 casks Australian offered, 3 casks sold at 40s.
Candle Nuts.—On 2nd, of 189 bags 82 bags sold at £1 17s 6d—damaged and repacked, £1 10s.
Cotton seed is dull. On 2nd September, 206 bags Hyderabad sold at £8. 1415 bags Queensland cottony £7, covered 7

Wool.—On 28th and 29th September, of 12 lots and 399 bags Sydney wools fair sold at £18 2s 6d, and two small lots ordinary selling at £10 to £11.

Indian Arabic.—Very little business has been done in this article. On 18th September, 6 packages blocky Cape sold at 25s, and 2 packages Australian medium at 33s. On 19th, 60 bags Australian brought in at 32s to 32s.

Wool of Pearl Shell.—At the Shell sales, on 10th September, there was an active competition, with a general advance in prices. The 5 casks Fremantle sold, good bold clean shew at 17s 6d to £12, one lot £12 2s 6d, one lot fine clean shew

The following is taken from the circular reports.

th September:—
 gold.—A very moderate demand has existed during the week.
 \$195,000 in sovereigns have been withdrawn from the Bank
 for transmission to the Continent. The arrivals have been
 very small, and from all sources amount only to \$110,000.
 The Tiber has taken \$24,000 to South America, and the Messageries
 \$60 to the East.
 silver has been in fair demand during the week, but the price
 remained without variation. The exports have been chiefly

received, but an amount of \$200,000 was sent to Lisbon by
 We have received about \$71,000 from New York dur-
 week.
 Silver Dollars.—The Manilla has taken \$51,000 to China a-
 Straits. The amounts to hand this week have been compa-
 ratively small, and the prices remain as last quoted. The dollar
 of the Comodora have left Vera Cruz via New York, and may
 be expected here by the middle of October.
 Exchange on India for Banks' drafts at 60 days' sight is at 10
 rupees.
 quotations for Bullion.—Gold: Bar gold, 77s 9d per oz stands
 at 77s 7d per oz standard; last price; ditto refinable,
 77s 5d per oz standard; last price; ditto refinable,
 77s 3d per oz standard; last price; ditto refinable,

MINING.

WEDNESDAY EVENING.

Transactions in the snare market to-day were almost nominal. Some Beyer and Hildebrand's changed hands at 69s.; Paxtons at 15s.; Rapps at 16s. 3d. to 16s. 9d., Rawthornes at 17s., and Band and Albions at 82s. 6d. Copper snarles quiet. Peak Downs brought 5s. to 5s. 6d. Dealers asking 6s. In tin the only movement was in Rex sales of proprietary at 3s. to 3s. 6d.

The Secretary of the New South Wales Stock and Station Agents' Association reports the following results of the sales:—Mount Perry, 30a.; Hickson, Crick, 21a.; and Beards, 21s. 6d., 21s.; Rex property, 3d., 3s., 3s. 3d.; Daysprings, 6s. 3d.; Monte Christo, £80 10s.; Great Western 100a. 10s. 6d., 8s.; Williams, 22s. 6d.

Messrs. Stubbs and Co. sold by auction the following:

The receipts of tin ore at this port during the last month were 537 tons, making 1220 tons received since 1st July last.

The yield of the Band and Albion mines was 146 oz. 1 dwt.

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1872.

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assumes that it cannot possibly be loved, points it in fun, and kills somebody, his mother or sweetheart (the latter is more common). It is over the moon for a month. If the tender-hearted persons who are so troubled about dickbirds and acrobats would take up this much more serious question, they might come to do some good. A good logging road, for instance, would be the abominable folly of pointing a gun at any one "in fun." Disease has its fashion like bonnets. The fashion of the day is to believe that the humours of the mind have a similar tendency to become epidemic. It cannot have escaped observation that the present craze for the trial and punishment of trials for libel and breach of promise of marriage. It might almost be supposed from the reports of the law courts that everybody had been seized with an

and that all the unmarried male adults in the colony had given themselves up madly to flirting and jilting. We were not the slightest bit surprised, and of course we were not at all disposed to question the verdict in any particular instance. We refer to it merely as evidence of the correct tendency of the mind, and as a reason for our wish. It is difficult to say whether it is only an epidemic of violent litigiousness, or whether libelling or jilting have really become more prevalent in England than in any other country. I am inclined to think that the former surmise is the correct one. It is difficult in reading the cases which are reported daily in the newspapers to get a fair impression of which is now being put on the law of libel and slander, and also on that of breach of promise, is rather more

[illegible]

of a man may be a pleasant revenge for those who can afford it, and who, even if they fail to get a verdict, will have the satisfaction of having been heard. The expense has been subjected to much anxiety and worry: but it can hardly be supposed that reckless litigation is calculated to promote social harmony and good feeling.

It was predicted, when plaintiffs in breach of promise cases were allowed to appear in the witness-box, that the defendant would certainly be tried by the jury; and the result at recent trials would seem to show that there were good grounds for this belief. It will be remembered that the members of the Bar at "Pickwick" were badly shaken by the fainting fit of the clerk, with her dazling boy kicking and

PHILADELPHIA gentleman, an old traveller, has furnished to the *New York Nautical Gazette* an interesting narrative of a voyage from Liverpool to New York, on board the steamer *Republic*, in the earlier part of the voyage, he told the following story he says:—"The storm increased to a point where the vessel on we were struck on the outside by a sea. I saw many a time taken of being 'struck by a sea' when the shipping was sent from that moment I henceforward for the remainder of the voyage, received a new impression of what this term means, notwithstanding such experience. I have thought of water as being a very elastic fluid, and that it would rise and subside as the vessel moved, but it had not occurred to me to be struck was like having tons of solid matter hurled against the ship like the balls of a cannon. As I said, we were surprised to find the sea side and the main saloon; along this side, on the sofa-seats about one half the passengers then in the saloon, lay eight to ten. The plating at this point was about six inches of an inch thick, and it being some eight inches deep, and notwithstanding, the side was struck with such force that the passengers were knocked from their seats like cork balls. The water then poured down the side, and on the top of the port dining table and under the main rail, receiving a severe contusion on his head and a serious injury in his right leg. The dead lights were broken, and the water poured down the ladders along the saloon. I happened to be on the deck side at the time, and seeing that the side was actually struck in, I went to the assistance of the officers, and put down the main saloon, and I then to secure the dead lights by putting down the safety shields. We succeeded except in one, where the frame was crushed and bent. The frames were broken, and the water poured down the ladders two inches wide, and these were bent in locks. A strong man could not, with a single, have struck a blow that would have been the effect of this being struck by a sea. As soon as the excitement in degree abated I went to the top of the companion way, and could not, after a warning from the officers, resist the temptation of thrusting my head through the short iron railing, and looking down into the ship. That one glance was enough: the rail was gone, boats were strewn over the deck in ruin, the decks, five inches in diameter, were broken, and the water poured down the ladders. The course had been changed a little, so as to bring the weather on the starboard side, or else no one could have ventured to make even as hasty a plunge as I did. The water poured down the ladders, and the engine skylights were stove in, and the men were breaking into the engine-room. It was determined to tarpaulin the engine hatch, and Captain Williams, went out on the deck. Fixing life line safety and retreat, they made their way forward and secured a heavy tarpaulin, which was thrown over the engine hatch, and the men, except Captain Williams, safely housed before we were again struck. Just as he had completed his dangerous task, the vessel was again struck, and the men against the funnel stay and then against the funnel itself: he dropped down apparently a lifeless man, and the men, who esteemed him for his bravery, went to his aid, and after he had lain for some ten minutes, got him into the companion way, and carried him downstairs to the main saloon. He never again seen such a sight before, and hopes I never shall see it again. The water poured down the ladders, a further explanation of the meaning of 'being struck': the man was literally crushed; the blood flowed from his ears, mouth, and nostrils, his thigh bones broken, and his ribs and spine crushed to a pulp. A powerful man, weighing over 200 lbs., dashed like an insect by the sea. This cast a new glow over the passengers, while the hurricane increased, and the vessel hid in the clouds of the storm. Strong men, used to storms and dangers, gave up hope. It appeared as if everything was swept from the decks. The wind now blowing conveyed a sea of moving air, but of a more awful kind, the waves were now breaking over the sides, and the vessel needed no one slept: the sea broke about the saloon, and the water came down the companion-way stairs; the stewards bailed, and attempted to keep the water out of the state-rooms were in several places stove in, and in one case a room occupied by two ladies was struck to a depth of several feet. One lady went into the cabin, and the other remained on the deck. A clock in the morning we were again struck by a sea on the port bow. It seemed as if the whole forward part of the ship had been torn away. She rolled over, and the water poured down the ladders, and the water would not a postboard bar. We could not realise that the hull was twisted, and that the whole structure had passed through this terrible ordeal. The water poured down the ladders, and the most severe shock of all, and had it, like the former one, been abreast the saloon, the effect would have been more terrible still. This was the last heavy blow she experienced. The glass fell, and the ship was struck by a sea on the starboard side. It was terrible. Only one out of eight was left, and it was stove. The arguments of the officers were lodged about the deck, and the men were not to handle them. The funnel stays were parted, the combing about the saloon was parted from the deck, and nearly the whole of the railing was lost or hanging over the side. The force of the sea, the main boom, of hard pine, six inches in diameter, was crushed as though it were struck. Nothing but water could have struck it, and it was broken. The water poured down the ladders, and the water, with its capacity of resisting transverse strain, was hard, indeed, to conceive that it was broken by water, but we were no longer sceptical."

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REDFERN

TITLE—99 YEARS' LEASE.

MONDAY, 30th December, at 11 o'clock:
ALL THAT CORNER block of land having the following dimensions: 50 feet front, 100 feet side, 50 feet rear, 50 feet to MOREHEAD-STREET, 300 FEET to REDFERN-STREET, upon which is situated a **BRICK BUILDING**, COTTAGE, SUBSTANTIALLY BUILT OF BRICK, with four foundations, with verandah block and front, wide hall, 4 large rooms, kitchen, servants' room, store room, pantry, wash house, shed, &c., at the rear.

THIS IS A VERY desirable well-situated **COTTAGE** RESIDENCE, with a view of the **CLYDE** and **REDFERN-STREET**, and a few yards from the corner of **ELIZABETH-STREET**.

Plan at the Rooms. Terms at sale.

IMPERATIVE SALE.
 By order of the TRUSTEES of the **WESLEYAN CHURCH, WOOLLOOMOOLOO.**

THE WESLEYAN CHURCH, DOWLING-STREET
a few feet north of William-street, and adjoining the
property of **WILLIAM LONG, Esq.**

RICHARDSON and WRENCH have received instructions from the **TRUSTEES** to
sell by public auction, at the Rooms, Pitt-street, on
FRIDAY, 20th December, at 11 o'clock,
ALL THAT piece of land, having **80 FEET** frontage to
Dowling-street, and **80 FEET** to Duke-street, with
a depth of **112 FEET**, together with those extensive

primarily erected there, known as
"THE WRECK OF THE WRECK."
substantially built of stone (60 feet long by 24 feet
wide), with verandah and outbuildings attached.

THE site, irrespective of the value of the property
for CHURCH or SCHOOL PURPOSES, is well adapted
for private residences, the position of which in the best
part of Woolloomooloo, will always ensure tenancy.

Terms at sale.

THE TEMPE FAMILY HOTEL,
AT THE HEAD OF BOTANY BAY.
ON THE SOUTH SIDE OF COOK'S RIVER DAM
ON THE ILLAWARRA ROAD.

T. W. BOWDEN is instructed by the proprietor, who is about to retire from the business, to sell by auction, at the Land Sale Rooms, 11, Pitt-street, THIS DAY, the 6th of December, at 11 o'clock, for half-past 11 prompt.

The value of the property is one lot, comprising the Tempe Family Hotel, erected of brick on some foundations upon the solid rock, containing sixteen apartments.

THE FIRST BASMENT a good kitchen with large range, a laundry, a scullery, bath-room, and dry rock cellars.

On the ground floor an entrance hall 6 feet wide, large and small parlour, dining-room, billiard-room, bar, well fitted up with counter, shelves, bar engine, and everything

On the south of the hotel, fronting the main road, is a large and corn store, built of brick, with shingled roof. A big business can be continued in this building.

There are also a veranda about 3 rooms, near the hotel, and sundry other out buildings.
The grounds comprise about 3 acres freehold.
The fixtures, stock-in-trade, and furniture, may be taken by the purchaser at the premises on valuation.
In the Insolvent Estate of Wm. H. Monk.
T. W. BOWDEN is instructed by J. P. Mackenzie, Esquire, official assignee, to sell by auction, at the Land Sale Rooms, 154, Pitt-street, **THIS DAY, the 6th December, at half-past 11 o'clock** prompt,
The Insolvent's stock-in-trade and sundry outbuildings, and the fixtures, stock-in-trade, and furniture, may be taken by the purchaser at the premises on valuation.

portion of an allotment of land, being 18 of section 5 of John Cooper's subdivision of a portion of the Cleveland Estate, commencing at the north-east corner of the junction of Devonshire and Ranelagh streets, and bounded as follows:—by the Ranelagh links; on the north by a line bearing easterly 51° 15' links; thence by a line bearing southerly 77° 15' links to Devonshire-street; and on the south by that street, bearing westerly 60° 15' links to the point of commencement.

Together with the Inn or Public-house known as the ALBERT INN; also the Dwelling-house adjoining, now leased to Mr. Kingdon.

WITH THE ABOVE will be sold
The interest of the insolvent in and to the Equity of Redemption in all his allotment of land, with the workshop thereon, portion of block C twenty-one, of the Riley Estate, Barry Hills; bounded on the south by the north-eastern line of Devonshire-street, at its junction with the south-west corner of Steel-street, bearing westerly 15 feet, on the north-west by a line bearing easterly 90 feet at right angles to Devonshire-street, on the south-east by Steel-street 90 feet.

N.B. Particulars of the encumbrance can be had from the Auctioneer.

CHOICE BUILDING SITE.
FREEHOLD LAND, UPPER SOUTH BEAD
ROAD.

T. W. BOWDEN will sell by auction, at the Land Sale Rooms, 154, Pitt-street, prompt,

2 Allotments, fenced-in with 6-foot palings, near the Tower House (known as Kailwood), on the South Head Road, (crossing Walla-street), 40 feet 6 inches wide, with a depth of 117 feet to a road at the rear, 32 feet wide; being lots 67 and 68, block H, of Walla and

Also,
2 Allotments, 5 and 6 of block G, of the same estate, having 66 feet frontage to the South Head Road, and the same to Wallis-street, commencing 132 feet from Macquarie-street, and partly enclosed with a 2-rail fence.

BELLEVUE, FARRAMATTA DOMAIN.

Pretty situation, with comfortable Cottage, close to the Windsor Road, near the Toll-bar.

10 Acres of Land and 4-roomed Cottage.

THE Y. M. I. L. S. has received instructions to

● sell by auction, at Crescent Hotel, Harrar-
nate, on WEDNESDAY, December 11, at 11 o'clock.
The above property, comprising 10 acres of land, more
than two of which are planted with 110 orange trees,
40 apple, and a good variety of cherry, apricot, peach,
plum and other fruit trees, is situated on a hill.
The cottage is weatherboard and stone, newly built.
There is a good tank and other improvements.
The situation is healthy, and easy of access.
The auctioneer can recommend this opportunity as a good
bargain, and a really choice property, as his instructions
are to sell.

Terms, say. Title, Torrens' Act.

N.B.—10 acres joining the above can be bought at the

Preliminary Advertisement.
BROOKING STATION, RIVERINA.
RYAN and HAMMOND have received instructions from Messrs. Hebbden and Osborne, a consequence of their partnership having expired, to sell that
first class highly improved **STATION, BROOKING,** in the Riverina district, with about 84,000 sheep, 2400 acres purchased land, and stock of very well bred cattle, and a good station plant. This fine property, unless shortly sold privately, must be

in THE SUPREME COURT OF NEW SOUTH WALES.
 Sheriff's Office, Sydney,
 25th October, 1874.

WILD V. MARTIN.

BY VIRTUE of authority given by the Act of Council, 5 Victoria, No. 9, the SHERIFF will cause to be SOLD by Public Auction, at the Commercial Hotel, King-street, Sydney, on THURSDAY, the fifteenth day of December, 1874, at noon, the writ of F. F. A. herein be previously satisfied.

the right, title, and interest of defendant, Thomas Ferman Martin, of and to the equity of redemption of and in all the lands, hereditaments, and profits, to be given, or devised to him by the will of his father, Samuel Martin, deceased, dated 1st February, 1899, on which are erected three houses, substantially built of brick, with cemented fronts and tiled roofs, each containing four rooms, and situate in Heston-road, just off Devon-road, Strawberry Hill, being Nos. 41, 43, and 45.

THOMAS NATHAN, Under Sheriff.

